

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EVERSON FRANCIS,

Plaintiff,

V

Case No. 2:09-cv-13455
Hon. Robert H. Cleland

HERITAGE GLEN TOWNHOMES, f/k/a
PICKWICK APARTMENTS, WELSH
MULTI-FAMILY MANAGEMENT and
AMERICAN PROFIT RECOVERY,

Defendants.

EVERSON FRANCIS
Plaintiff, In Pro Per
20160 West Pointe
Romulus, MI 48174

GREEN & GREEN, PLLC
By: JONATHAN A. GREEN (P51461)
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**DEFENDANT AMERICAN PROFIT RECOVERY'S MOTION FOR SUMMARY
JUDGMENT**

Now comes the Defendant, American Profit Recovery ("APR"), and for its motion for Summary Disposition pursuant to FRCP 12b(6) and FRCP 56, state as follows:

1. That Plaintiff initially owed money to Defendant's Assignor, Heritage Glen, for unpaid rent.
2. That Heritage Glen assigned the claim to Defendant APR.
3. That Defendant APR contacted Plaintiff on December 17, 2007 regarding the debt, at which time Plaintiff acknowledged the debt and indicated that he would pay the same.

4. That Defendant APR never heard from Defendant after this conversation, and made over 26 attempts to contact Plaintiff after this phone call.
5. That Defendant APR reported this debt to a credit reporting agency.
6. That Defendant APR finally made contact with Plaintiff on August 25, 2009, at which time Plaintiff indicated that he had paid the assignor, and not Defendant.
7. That Defendant APR investigated this statement, and found out that he had paid after APR had contacted Plaintiff.
8. That after verification that the debt was paid, APR contacted the credit reporting agency to indicate that the matter was resolved and to delete the report, and received verification of the same on or about September 9, 2009.
9. That for the reasons set forth above, and as more fully set forth in the attached brief, Plaintiff's Second Amended Complaint fails to state a claim upon which relief can be granted against Defendant APR.
10. That for the reasons set forth above, and as more fully set forth in the attached brief, there is no genuine issue of any material fact, such that Defendant APR is entitled to Summary Judgment.
11. That per Local Rule 7.1, Defendant sought concurrence with Plaintiff on October 20, 2009, and after discussion this matter with Plaintiff, said concurrence was denied.

WHEREFORE, Defendant APR prays that this Honorable Court grant its motion for Summary Judgment, dismiss Plaintiff's claims against APR with prejudice, and award APR any and all other relief that this Court deems fair and just.

Respectfully submitted,

GREEN & GREEN, PLLC

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Dated: October 20, 2009

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
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Case No. 2:09-cv-13455
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**BRIEF IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY
JUDGMENT**

INTRODUCTION

Plaintiff Everson Francis filed a Complaint "In Pro Per" in this Court, naming as Defendants Heritage Glenn Townhomes, Welsh Multi-Family Management, and American Profit Recovery. Defendant believes that the Complaint's allegations are evidence of other problems suffered by Plaintiff (medical/psychological), but none that can or should be addressed by this Court. Once APR was notified that the debt was disputed, APR contacted the credit reporting agency, indicated that the matter was

disputed, deleted the report, and ceased any further collection efforts. Based on the following, Summary Judgment is appropriate.

STATEMENT OF FACTS

American Profit Recovery ("APR") is a debt collection agency. Typically, APR purchases the right to payments on an account from a creditor, and in exchange, will share in the amount recovered, if any, by APR.

Attached hereto and marked as **Exhibit A** is an account history printed off the of computer systems from American Profit Recovery. Please note that Plaintiff's home address information, date of birth and social security number have been redacted from this report.

The account was received by American Profit Recovery on December 7, 2007. Plaintiff was first contacted on December 17, 2007. At that time, Plaintiff acknowledged owing the debt, and indicated that he would pay by credit card, and was informed that he needed to pay APR (the debt belonged to APR, and APR wants to avoid a situation where the debtor pays the original creditor, and not APR.) ***That was the only contact that American Profit Recovery had with Plaintiff, despite over 26 attempts to contact him throughout 2008 to obtain payment, until August 25, 2009, at 11:48 a.m.*** At that time, it was noted for the first time that Plaintiff claimed that "he sent client a check back in 07 and it was returned to him because of an overpayment, then said that caused him to lose \$40K in aid for law school, said going to include us in a lawsuit with client..." Note that immediately, at the conclusion of this call, his status was changed as a disputed account (dsc).

On August 31, 2007, contact was made with "Cherri", a representative of the Assignor, who indicated that Plaintiff had paid in 2007, and "for whatever reason had not been reported to APR". On September 9, 2009, an account deletion was submitted to the credit bureau report file.

On September 16, 2009, Cherri confirmed that the account was paid on December 20, 2007, three days after American Profit Recovery first made its contact with Defendant, who at the time, admitted owing the money.

PLAINTIFF'S MULTIPLE COMPLAINTS

Plaintiff's first Complaint was filed September 1, 2009 (**Exhibit B**). This was superseded by a First Amended Complaint dated September 29, 2009 (**Exhibit C**), and then a Second Amended Complaint (**Exhibit D**), dated September 30, 2009.

Plaintiff's Complaints (and in particular, the Second Amended Complaint) is notable not so much for the allegations of fact, but for a section entitled "Damages Calculated", which frankly, speaks volumes as to the merits of the Complaint. By way of example, note the following items listed by Plaintiff:

"Blatant disrespect, willful disregard, to correct your mistake when notified of it – since 2007 when I got my first letter from American Profit Recovery and I called notifying it was a mistake – so a student may achieve his goal in life: \$1000000

...

Making me live in high crime area because they refused to send a letter confirming my total payment when they were overpaid for my entire lease so that Middle Branch Community in Baltimore would give me the safe apartment next to the police station I asked for: \$1000000

...

Taking my time to file this case by myself: \$500,000

...

Horrible service, rude and not making me speak to the manager and lying saying she is busy every time I call: \$20000

...

United States Embassy Fees: \$10,000

...

Money for my Country as I could not finish when I am supposed to, to make a difference in my County: \$500,000

...

Miscellaneous expenses: \$500,000

The total amount of "damages" listed by Plaintiff are \$6,170,000.00; however, elsewhere in the complaint, Plaintiff asks for \$20,000,000.00 in damages.

The allegations and pleadings of the Plaintiff seem to indicate that Plaintiff's Complaint is motivated by something other than an actual dispute with Defendant APR. Defendant has alleged the following as to the other Defendants:

"The Defendant said they will not fax anything to me or my loan company (they have a fax machine)..."

"The Defendants are really making me suffer more and more. I feel like my life is over now, and no reason for Pickwick Apartment now Glen Heritage Apartment to treat me this way. This is a sign of willful, malicious and intentional interference with my credit and future, business relation and prospective advantage; fraud, defamation; intentional infliction of emotional distress; and violation of the FCRA and FDCPA..."

"I actually overpaid for this lease and they wrote me back a cheque for the difference but they the Defendants willfully send my name to the credit bureau and debt collector because my apartment was burglarized, everything was taken by the criminal or criminals, because of this I asked to be released from the lease as I did not feel safe there anymore and there was security guard there and he said he did not see anything – how can you not see someone using a crowbar or whatever tool they use to break the entire door down to get in my apartment and used a vehicle to pull up and take all of my things; television, all my clothes, computers, all my jewelry, shoes, my friend's gun, speakers, etc. – they took everything in my apartment and used a vehicle, how could a security standing right there not see such a thing."

"I only left the house for about two hours to have dinner and I told my best friend's wife "I am coming over" so it was not planned – so someone in the area was watching me. ... Pickwick Apartments now Heritage Glen Townhomes, its management teams – WHO SCARES ME, and associates listed about as Defendants who allows(sic) things to happen to their tenants/clients and then compels and threatens the tenants/victims to pay for being victims of crimes and horror, after being terrorized, to terrorizing them again, making them a victim again..."

I know now they willfully ruined my credit because I so adamant on them releasing me from the lease, we argued and argued and yelled, argued, threats, etc. – ***my credit was ruined for spite and revenge because I was so adamant on being released/taken out from the lease. Now, after two years after they still realize what they are doing are (sic) terroristic in nature, and maybe they think my punishment was enough..."***

"The Defendants have made a gross negligence for two years violating my FCRA rights, my FDCPA rights, my First Amendment Rights, my human rights to be safe in my apartment and my right to get a safer place... Now, ***I would like the Court – not the Defendants – but the Court who has the legal and moral authority to punish and retribute facilitate my legal actions because I am suing for damages of up to \$20 million dollars*** according to FCRA 15 USC Sec. 1681, et seq. and the Michigan Consumer Protection laws – if the Court will allow the State violations in.

...I am now seeking damages because you the Defendants published and reported a false claim of indebtedness for two years, and multiple times per month to a credit reporting agency which cause (sic) my regular school loan to be taken away, ***thus causing me, my family, my country unbearable pain, suffering, and embarrassment and also debt.***" (emphasis added).

Turning now to allegations against or including APR, what has been pled was that "these businesses (Defendants) negligently send out incorrect information to the credit bureaus about me owing money and have delinquent account for two years".

Exhibit D, page 1, Second Amended Complaint.

Under a section on page 5 of the Complaint entitled "Facts of the Case," the only allegations made against APR are the following:

"Also, if Experian and American Profit Recovery had done their legally bound duties (according to FCRA and FDCPA) they would have find (sic) out the same thing that Cherri, the manager for Pickwick, found two years after that I owe nothing actually they owe me for overpaying and also for having someone live in the apartment while I already paid for it (leasing it to multiple parties at the same time)."

Finally, under a section entitled "Other Facts/Complain" on page 6 of the Complaint, the only other allegations made with respect to APR are that:

*"These businesses (Pickwick Apartments, Heritage Glen Townhomes, Welsh Multi-Family Management Company, and **American Profit Recovery**) negligently send out incorrect information to the credit bureaus about me owing money and having delinquent accounts for two years..."*

In connections with its efforts to collect on a false debt, American Profit Recovery obtained/access a credit report and my credit information from Experian. I am suing American Profit Recovery and Experian for violation of the FCRA by obtaining my credit report without any FCRA - sanction purpose..." (emphasis added).

Thus, Plaintiff's Complaint with respect to American Profit Recovery, by its own terms, is limited to the following:

1. Violation of the FCRA and FDCPA;
2. Negligence in sending out allegedly incorrect information to the credit bureaus;
3. Violation of the FCRA for obtaining credit report without an FCRA sanction purpose.

Each of these will be addressed in turn.

ARGUMENT

I. SUMMARY JUDGMENT IS APPROPRIATE PURSUANT TO FRCP 12(b)(6) AND FRCP 56.

A motion to dismiss pursuant to Rule 12(b)(6) (for failure to state a claim upon which relief can be granted) is a challenge to the sufficiency of the pleadings set forth in the complaint. A motion to dismiss for failure to state a claim should not be granted

unless it appears beyond doubt that plaintiff can prove no set of facts in support of the claim that would entitle him to relief. See *Hishon v. King & Spalding*, 467 U.S. 69, 73, 104 S.Ct. 2229, 81 L. Ed. 2d 59 (1984)(citing *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L. Ed. 2d 80 (1957)); see also *Palmer v. Roosevelt Lake Log Owners Ass'n*, 651 F.2d 1289, 1294 (9th Cir. 1981). A Rule 12(b)(6) dismissal is proper where there is either a "lack of a cognizable legal theory" or "the absence of sufficient facts alleged under a cognizable legal theory." *Balisteri v. Pacifica Police Dept.*, 901 F.2d 696, 699 (9th Cir. 1990).

In resolving a Rule 12(b)(6) motion, the court must (1) construe the complaint in the light most favorable to the plaintiff; (2) accept all well-pleaded factual allegations as true; and (3) determine whether plaintiff can prove any set of facts to support a claim that would merit relief. *Cahill v. Liberty Mut. Ins. Co.*, 80 F.3d 336, 337-338 (9th Cir. 1996). Although courts assume the facts alleged as true, courts do not "assume the truth of legal conclusions merely because they are cast in the form of factual allegations." *Western Mining Council v. Watt*, 643 F.2d 618, 624 (9th Cir. 1981). "While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitlement to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 127 S. Ct. 1955, 1964-65, 167 L. Ed. 2d 929 (2007)

The purpose of summary judgment is to avoid unnecessary trials when there is no dispute as to the facts before the court. *Northwest Motorcycle Ass'n v. U.S. Dep't of Agric.*, 18 F.3d 1468, 1471 (9th Cir. 1994). The moving party is entitled to summary

judgment where, viewing the evidence and the inferences arising therefrom in favor of the nonmovant, there are no genuine issues of material fact in dispute and the moving party is entitled to judgment as a matter of law. FED. R. CIV. P. 56(c); *Bagdadi v. Nazar*, 84 F.3d 1194, 1197 (9th Cir. 1996). Judgment as a matter of law is appropriate where there is no legally sufficient evidentiary basis for a reasonable jury to find for the nonmoving party. FED. R. CIV. P. 50(a). Where reasonable minds could differ on the material facts at issue, however, summary judgment is not appropriate. *Warren v. City of Carlsbad*, 58 F.3d 439, 441 (9th Cir. 1995), *cert. denied*, 516 U.S. 1171, 116 S. Ct. 1261, 134 L. Ed. 2d 209 (1996).

The moving party bears the burden of informing the court of the basis for its motion, together with evidence demonstrating the absence of any genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986). Once the moving party has met its burden, the party opposing the motion may not rest upon mere allegations or denials of the pleadings, but must set forth specific facts showing there is a genuine issue for trial. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986). Although the parties may submit evidence in an inadmissible form, only evidence which might be admissible at trial may be considered by a trial court in ruling on a motion for summary judgment. FED. R. CIV. P. 56(c); *Beyene v. Coleman Sec. Serv., Inc.*, 854 F.2d 1179, 1181 (9th Cir. 1988).

In the case at bar, it is quite clear that the complaint fails to state a claim upon which relief can be granted. The one factual issue, what American Profit Recovery did after being contacted by Plaintiff, is un rebutted, and cannot be proven otherwise –

accordingly, there is no genuine issue as to any material fact, such that Defendant is entitled to judgment as a matter of law.

II. **PLAINTIFF'S COMPLAINT FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED, BECAUSE THE OBTAINING OF A CREDIT REPORT IN ORDER TO COLLECT A DEBT OR WITH A GOOD FAITH BELIEF IN A PERMISSIBLE PURPOSE IS AUTHORIZED BY THE FCRA.**

15 USCS Sec. 1681(b), "Permissible Purposes of Consumer Reports", lists purposes for which entities are entitled to obtain copies of credit reports. This Statute reads in relevant part:

(a) In General. Subject to subsection (c), ***any consumer reporting agency may furnish a consumer report under the following circumstances*** and no other:

3. ***To a person which it has reason to believe –***

A. Intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review ***or collection of an account of***, the consumer; (emphasis added)

...

F. Otherwise has a legitimate business need for the information—
 (i) in connection with a business transaction that is initiated by the consumer; or
 (ii) to review an account to determine whether the consumer continues to meet the terms of the account.

In the case of *Korotki v Attorney Services Corporation*, 931 F Supp 1269 (Maryland, 1996), an agency hired by a law firm to serve process obtained a copy of a credit report, only for purposes of obtaining an address at which to serve the Plaintiff. The Court found that this was a permissible purpose, and accordingly, the Defendants did not violate the FCRA. The Court went further and noted that:

“Thus, so long as a user has reason to believe that a permissible purpose exists, that use may obtain a consumer report without violating the FCRA.

Likewise, the Court indicated that a legitimate business need existed under Section 1681(b)(3)(E) (Now F, as quoted above). To quote:

“Even under the narrowest interpretation of Section 1681(b)(3)(E), Defendants in this case had a permissible purpose to obtain Korotki’s consumer report because the business transaction involved here related to Section 1681(b)(3)(A), one of the other purposes specifically enumerated by Section 1681(b)(3), which authorizes a person attempting to collect an account of a consumer to obtain the consumer’s credit report. Angelozzi, and those working for him, apparently believed that the debt was owed by Korotki, the consumer, or by APK Development. Thus, Section 1681(b)(3)(A) would appear to provide sufficient authority for Defendants’ actions. However, even if that not be so, the business transaction giving rise to the alleged debt involved Korotki, thus bringing the matter under and within Section 1681(b)(3)(E).”

Even reading the facts in a light most favorable to the non-moving party, the Plaintiff has failed to state a claim upon which relief can be granted, as Defendant was entitled to access and use the Plaintiff’s credit report. Therefore, Summary Judgment is appropriate.

III. PLAINTIFF HAS FAILED TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED FOR THE REASON THAT APR MET ALL OBLIGATIONS UNDER THE FCRA

Plaintiff did not allege that Defendant APR knowingly filed false information, or once APR was notified of the dispute or fact of payment, that it did not take action as required under the FCRA, nor did it argue that APR somehow acted with malice or intent to injure. Rather, the only allegations of “negligence” against APR are essentially just that - that Defendant APR was “negligent” for reporting the debt as being owed when it wasn’t. This does not state a claim upon which relief can be granted.

15 USCS Sec. 1681(s)-(2)(a) reads as follows:

(a) Duty of Furnishers of Information to Provide Accurate Information.

(1) Prohibition.

- (A) Reporting information with actual knowledge of errors. **A person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.**
- (B) Reporting information after notice and confirmation of errors. **A person shall not furnish information relating to a consumer to any consumer reporting agency if:**
 - (i) **The person has been notified by the consumer, at the address specified by the person for such that specific information is inaccurate; and**
 - (ii) **The information is, in fact, inaccurate."**

Subsection (2) provides as follows:

(2) **Duty to correct and update information. A person who –**

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate,

shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

In the case at bar, Defendant APR contacted Plaintiff, who admitted owing the money. Defendant did not pay APR as instructed, but apparently paid the original creditor, who never contacted APR. Meanwhile, APR attempted to contact Plaintiff over 26 times, with no response from Plaintiff. It was only on August 25, 2009, that APR was

finally able to speak with Plaintiff, who then disputed the debt. Once determined that the information was apparently inaccurate, as payment was made after APR initiated collection efforts, APR deleted the information with the credit reporting agency on September 9, 2009, and closed its files.

The FCRA expressly precludes negligence actions against a furnisher of information, except under certain circumstances. Section 1681h(e) provides as follows:

Except as provided in sections 1681n and 1681o of this title, no consumer may bring any action or proceeding in the nature of defamation, invasion of privacy, or negligence with respect to the reporting of information against any consumer reporting agency, Any user of information, or any person who furnishes information to a consumer reporting agency, based on information disclosed pursuant to section 1681g, 1681h, or 1681m of this title, Except as to false information furnished with malice or willful intent to injure such consumer.

Section 1681n imposes civil liability for “willful noncompliance” with “any requirement imposed by this titled (15 USCS Sec. 1681 et. seq.), **and not negligence or negligent non-compliance.** Section 1681(o) provides for civil liability for negligence against “Any person who is negligent in failing to comply with any requirement imposed under this title [15 USCS §§ 1681 et seq.]” However, Plaintiff has not pled any requirement under the act with which Defendant APR as not complied, and the facts of the claim likewise evidence complete compliance by APR, such that summary judgment is warranted.

IV. THE PLAINTIFF HAS FAILED TO STATE A CLAIM UNDER THE FAIR DEBT COLLECTION PRACTICES ACT.

15 USCS Section 1692 lists the purposes of the Fair Debt Collection Practices Act as:

“It is the purpose of the subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who

EXHIBIT A

Account History

Our Account ID: 257928 Status: PIF
 Customer: 0021792 Heritage Glen Townhomes
 Account Number:

Report Date
 0/16/2009 11:51AM

Received: 12/7/2007 Closed: 9/16/2009 Returned:

Original Balance \$1,832.13 Interest Rate: 0.00
 Amount Paid: (\$1,832.13) Last Int Date: 12/7/2007
 Current Balance: \$0.00

Debtors

Name	Francis, Everson	SSN	[REDACTED]	DOB	[REDACTED]
OtherName		HomePhone	NO CALLS		
Street1	[REDACTED]	WorkPhone			
Street2	[REDACTED]				
CSZ	[REDACTED]				

Payments

Date	Type	Matched	Check No	Invoiced	Amount	Comment
9/16/2009	PC	N		34254	\$1,832.13	

Notes

Date and Time	User	Action	Result	Comment
12/7/2007 11:22AM	APRWEB	CN	CN	Account created by Jill Salisbury.
12/9/2007 9:37AM	barryj	DESK	CHNG	Desk Changed from 0010001 to 0010064
12/13/2007 8:36AM	bdavis	TR	LR	9414 Left message on a recorder JS
12/13/2007 8:37AM	bdavis	+++++	+++++	Followup Set For 12/15/2007, Anytime
12/14/2007 1:12PM	bdavis	AS	SK	Skip Trace Results: got 9065 dob green road
12/14/2007 1:12PM	bdavis	+++++	+++++	Followup Set For 12/15/2007, Anytime
12/15/2007 8:28AM	bdavis	PHONE	CHNG	Debtor(1) Work Phone: -- [REDACTED] ?
12/15/2007 8:28AM	bdavis	TR	CO	9414Comment Only: no msg
12/15/2007 8:29AM	bdavis	TR	NA	9065 No Answer nis
12/15/2007 8:29AM	bdavis	+++++	+++++	Reminder Set For : 12/17/2007 06:29 PM 0010064
12/17/2007 6:43PM	bdavis	TR	IT	9414 Gave mini miranda. Talked To: X, wouldnt take info cuz driving, wanted me to text or email the info to him, wanted to pay by credit card. told pyunt needs to pay us and X HU, JS
12/17/2007 6:44PM	bdavis	+++++	+++++	Reminder Set For : 12/19/2007 06:44 PM 0010064
12/17/2007 6:44PM	bdavis	PHONE	CHNG	Debtor(1) Home Phone [REDACTED]
12/19/2007 7:11PM	bdavis	TR	NA	9414 No Answer
12/19/2007 7:11PM	bdavis	+++++	+++++	Followup Set For 12/22/2007, Anytime
12/22/2007 8:16AM	bdavis	TR	NA	9065 No Answer NIS
12/22/2007 8:17AM	bdavis	TR	NA	9414 No Answer
12/22/2007 8:17AM	bdavis	TR	NA	9065 No Answer
12/22/2007 8:17AM	bdavis	+++++	+++++	Followup Set For 12/24/2007, Anytime
12/26/2007 8:27AM	bdavis	TR	NA	9414 No Answer
12/26/2007 8:27AM	bdavis	TR	NA	9065 No Answer
12/26/2007 8:27AM	bdavis	+++++	+++++	Reminder Set For : 12/26/2007 10:10 AM 0010064
12/26/2007 10:35AM	bdavis	ES	SK	Skip Trace Results: [REDACTED]
12/26/2007 10:35AM	bdavis	TR	DC	8186 Disconnected
12/26/2007 10:36AM	bdavis	TR	NA	0474 No Answer not accepting calls
12/26/2007 10:36AM	bdavis	+++++	+++++	Followup Set For 12/28/2007, Anytime
12/28/2007 1:07PM	bdavis	TR	NA	9414 No Answer
12/28/2007 1:08PM	bdavis	TR	NA	9065 No Answer nis
12/28/2007 1:08PM	bdavis	TR	NA	0474 No Answer not accepting calls
12/28/2007 1:09PM	bdavis	+++++	+++++	Followup Set For 1/10/2008, Anytime
1/10/2008 9:48AM	bdavis	TR	NA	9414 No Answer
1/10/2008 9:48AM	bdavis	TR	NA	9065 No Answer nis

History of Account 257928 (Continued)

1/10/2008 9:48AM	bdavis	+++++	+++++	Followup Set For 1/17/2008, Anytime
1/17/2008 4:02PM	bdavis	TR	NA	0474 No Answer not accepting calls
1/17/2008 4:03PM	bdavis	TR	NA	9414 No Answer tone only
1/17/2008 4:03PM	bdavis	+++++	+++++	Followup Set For 1/24/2008, Anytime
1/28/2008 8:30AM	bdavis	TR	NA	9414 No Answer tone only
1/28/2008 8:31AM	bdavis	TR	NA	9065 No Answer nis
1/28/2008 8:31AM	bdavis	TR	NA	0474 No Answer not accepting calls
1/28/2008 8:31AM	bdavis	+++++	+++++	Followup Set For 1/31/2008, Anytime
1/31/2008 9:40AM	bdavis	+++++	+++++	Reminder Set For : 01/31/2008 06:40 PM 0010064
2/5/2008 5:42PM	bdavis	TR	NA	0474 No Answer not accept calls
2/5/2008 5:42PM	bdavis	TR	NA	9414 No Answer tone only
2/5/2008 5:43PM	bdavis	TR	NA	9065 No Answer nis
2/5/2008 5:43PM	bdavis	+++++	+++++	Followup Set For 2/26/2008, Anytime
2/8/2008 10:52AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
2/26/2008 1:42PM	bdavis	+++++	+++++	Status Changed ACT CBR Account Closed
3/7/2008 12:46PM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
4/15/2008 10:11AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
5/15/2008 8:39AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
6/17/2008 9:56AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
7/18/2008 3:33PM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
8/18/2008 9:46AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
9/16/2008 9:36AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
10/16/2008 8:56AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
11/17/2008 10:33AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
12/24/2008 9:57AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
1/21/2009 2:31PM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
2/12/2009 3:40PM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
3/13/2009 7:41AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
4/17/2009 2:43PM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
5/18/2009 8:14AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
6/17/2009 7:49AM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
7/13/2009 4:13PM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
8/17/2009 1:58PM	SYSTEM	crupd	open	Open collection account submitted in credit bureau report file.
8/18/2009 1:43PM	bdavis	TR	NM	9414 NO MESSAGE LEFT ON RECORDER
8/18/2009 1:44PM	bdavis	TR	DC	9065 Disconnected
8/18/2009 1:44PM	bdavis	AS	SK	Skip Trace Results: got baltimore address same 9414
8/18/2009 1:44PM	bdavis	TR	DC	0474 Disconnected
8/18/2009 1:45PM	bdavis	PHONE	CHNG	Debtor(1) Work Phone: [REDACTED] to (Blank)
8/18/2009 1:45PM	bdavis	ADDR	CHNG	Debtor(1) was: [REDACTED]
8/18/2009 1:45PM	bdavis	ADDR	CHNG	[REDACTED]
8/18/2009 1:45PM	bdavis	+++++	+++++	Status Changed CBR ACT Account Reopened
8/18/2009 1:45PM	bdavis	+++++	+++++	Followup Set For 8/24/2009, Anytime
8/20/2009 8:13AM	NCOA	++++	++++	Letter company found up to date information for: Francis, Everson [REDACTED]
8/24/2009 3:36PM	bdavis	AS	SK	Skip Trace Results: search of west point got poss 3p and 2638
8/24/2009 3:36PM	bdavis	TR	NM	2638 NO MESSAGE LEFT ON RECORDER
8/24/2009 3:37PM	bdavis	TR	LR	9414 Left message on a recorder JS
8/24/2009 3:37PM	bdavis	+++++	+++++	Reminder Set For : 08/26/2009 06:37 PM 0010064
8/25/2009 11:48AM	bdavis	DT	TT	cid 5240 Gave mini miranda. Talked To: X, who said that he sent client a check back in 07 and it was returned to him because of an overpayment, then said that that caused him to lose 40K in aid for law school, said going to include us in a lawsuit with client. X HU, JS
8/25/2009 11:48AM	bdavis	+++++	+++++	Status Changed ACT DSC Account Closed
8/31/2009 1:32PM	jeffd	PHONE	CHNG	Debtor(1) Home Phone: [REDACTED] to NO CALLS
8/31/2009 1:32PM	jeffd	+++++	+++++	Status Changed DSC ACT Account Reopened
8/31/2009 1:33PM	jeffd	+++++	+++++	Status Changed ACT DSC Account Closed
8/31/2009 1:33PM	jeffd	CO	CO	Comment Only:rec dispute,, threatening suit, e-mailed to Barry, requesting AUD

History of Account 257928 (Continued)

8/31/2009 1:42PM	barryj	CO	CO	Comment Only:jd forwarded copy of lawsuit to me, requesting 8 million in damages. he is requesting aud.
8/31/2009 2:15PM	esmith	+++++	+++++	Status Changed DSC AEX
8/31/2009 2:15PM	esmith	+++++	+++++	Status Changed AEX DSC
8/31/2009 2:15PM	esmith	CO	CO	Comment Only: Made sure was deleted.
8/31/2009 2:19PM	esmith	CO	CO	Comment Only: Created AUD#: 47630341.
8/31/2009 3:08PM	bdavis	TC	TW	Talked With: sherry who said she handles apr web now, said that X had paid in 2007, for whatever reason had not been reported to apr, they sent overpaymentn check to X and doesnt think has ever been returned to them, said didnt know anything about this until last week when X called last week, said will fax backup and any other relevant info and will update web,
8/31/2009 3:10PM	bdavis	CO	CO	Comment Only: emailed melissa to change contact name for client
8/31/2009 3:11PM	bdavis	CO	CO	Comment Only: contacted demario to adv of status
9/3/2009 1:06PM	bdavis	+++++	+++++	Reminder Set For : 09/03/2009 01:21 PM 0010064
9/3/2009 1:39PM	bdavis	+++++	+++++	Reminder dismissed for 9/3/2009 1:21 PM
9/3/2009 1:39PM	bdavis	TC	TW	Talked With: sherry who said will fax backup and stmt of paymentn cuz does nthave login to aprweb
9/3/2009 1:39PM	bdavis	+++++	+++++	Followup Set For 9/9/2009, Anytime
9/9/2009 5:00PM	SYSTEM	crupd	delete	Account deletion submitted in credit bureau report file.
9/11/2009 3:59PM	bdavis	TC	TW	Talked With: fml lutch, for sherry asking for follow up
9/16/2009 1:59PM	bdavis	TC	TW	Talked With: sherry, who said will fax right now and to call if dont receive it within few minutes
9/16/2009 1:59PM	bdavis	+++++	+++++	Reminder Set For : 09/16/2009 02:14 PM 0010064
9/16/2009 2:48PM	barryj	DT	CO	Comment Only:britt inf x was calling wanting to talk to a manager, wehn i picked up he was gone
9/16/2009 2:51PM	bdavis	+++++	+++++	Reminder dismissed for 9/16/2009 2:14 PM
9/16/2009 2:52PM	bdavis	CO	CO	Comment Only: recd copy of final statment from client showing X pif
9/16/2009 2:52PM	greg	CO	CO	Comment Only:cid [REDACTED] as put on hold and hu prior to bj picking up
9/16/2009 2:52PM	bdavis	TC	TW	Talked With: sherry, asked her when X paid the acct, she said X paid on 12/20/07
9/16/2009 4:50PM	SYS	+++++	+++++	Paid Client 1832.13
9/16/2009 4:50PM	SYS	+++++	+++++	Status Changed from DSC to PIF
9/23/2009 4:58PM	mikeh	DT	TT	X who sd he filed a lawsuit against us and Pickwick townhomes, he told me that we "had better settle and had better to tell our client to settle b/c its better for them" I inquired as to what he was referring to, he sd we pulled his credit and were still affecting his credit. I advised that I did not see any record of us pulling his credit, but if we were under the impression that he owed a debt we may have (he said this took place back in 2007); as to his second statement that we were still affecting his credit I advised we performed an AUD in August of this year and Pulled a Bullseye that showed no records. I advsied X that we do frequently communicate with our client and as soon as they told us that the account was pif we zeroed the balance out and performed the AUD, X sd that we are still getting sued b/c he's a law student and was turned down for a loan b/c of us and that we had better settle out of court, X thanked me for the CBR info and he term call, Mike Hiller
9/30/2009 12:16PM	barryj	DT	TT	from Gave mini miranda. Talked To: x sd he wants the date cl gave us the acct, gave, gave all time lines of when he coantacted us and when his dispute came in, gave all info, asked if i was willing to testify in court about it, inf cant answer that, sd eh is suing us and cl, sd we pulled his credit report illegally as well, sd his atty will be contacting me hjenings
9/30/2009 1:19PM	barryj	CO	CO	Comment Only:he claims he notified us 2 yrs ago that he disputed the bill, i gave him the only conversation details back in 2007 and that he did not dispute the bill and in fact offered to pay it by credit card, he said he does not remember us telling him it was about heritage glen townhomes, i asked if he does not remember us telling us it was regarding heritage then how could he have possibly disptued the bill if he was unaware it was heritage glen? he got upset and said his atty will be contacting us

History of Account 257928 (Continued)

10/1/2009 11:46AM	barryj	DT	TT	from Gave mini miranda. Talked To: x sos sd he thinks he may have to take apr off of his suit, he asked me many questions i naswered any question about the time line and sequence of events, he kept asking me personal questions about what i thought about his situation, i did not answer those questions, he said he tt sherry at cl office and she said she never turned this account over to APR,
10/1/2009 11:54AM	barryj	CO	CO	Comment Only:inf i will talk with client about that, sd it still appears on his credit as of end of september, i told him it was removed in august, i went on bullseye again and confirmed it has been removed, he said his co alerts him with any changes and its still on there, i told him that sometimes those companies dont update as often as they should and it is best to go directly to experian for accurate info, he kept saying his co is good and they update them immediatly
10/7/2009 9:24AM	SYSTEM	crupd	delete	Account deletion submitted in credit bureau report file.
10/13/2009 2:32PM	barryj	CO	CO	Comment Only:recd lawsuit for 20 million dollars
10/16/2009 11:07AM	barryj	CO	CO	Comment Only:atty green called and wants the account history and a copy of aud

Letter History

Date Requested	Requested By	Date Processed	Letter Code	Description
12/10/2007	APRweb	12/19/2007	00800	T2_InitialLetter_M1
8/18/2009	bdavis	8/19/2009	00800	T2_InitialLetter_M1

EXHIBIT B

To: federal Court of Eastern Michigan
 From: Everson R. Francis
 Subject: Cause of Action

Case:2:09-cv-13455
 Judge: Cleland, Robert H
 MJ: Morgan, Virginia M
 Filed: 09-01-2009 At 10:36 AM
 CMP FRANCIS V. PICKWICK APT. ET AL
 (TAM)

Dear Honourable Judge

I am Everson R. Francis (law student) and I am suing Pickwick apartments, Glen townhomes, and American Profit recovery.

These businesses negligently send out incorrect information to the credit bureaus about me owing them money since November 2007 until now 2009; they said I owe \$1900.

I actually over paid for this lease and they wrote me back a cheque for the difference but they the defendants forgot to make a record of it. Now, two years after they realize their mistake and apologize for making such a gross negligence for two years. Now I would like to sue for damages of up to \$2000000 according to FCRA 15 U.S.C. § 1681 et seq.,

This version of the FCRA includes the amendments to the FCRA set forth in the Consumer Credit Reporting Reform Act of 1996 (Public Law 104-208, the Omnibus Consolidated Appropriations Act for Fiscal Year 1997, Title II, Subtitle D, Chapter 1), Section 311 of the Intelligence Authorization for Fiscal Year 1998 (Public Law 105-107), the Consumer Reporting Employment Clarification Act of 1998 (Public Law 105-347), Section 506 of the Gramm-Leach-Bliley Act (Public Law 106-102), Sections 358(g) and 505(c) of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act) (Public Law 107-56), and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) (Public Law 108-159).

The provisions added to the FCRA by the FACT Act will become effective at different times. In some cases, the provision includes its own effective date. In other cases, the FACT Act provides that the effective dates be prescribed by the FTC and Federal Reserve Board. See 16 CFR Part 602. (69 Fed. Reg. 6526; February 11, 2004) (69 Fed. Reg. 29061; May 20, 2004).

But now I cannot finish law school because I was turned down for all my loans because the loan company said for two years the defendants reported the inaccurate information that I did not pay my debt and my account is delinquent. Pickwick apartments, Glen Heritage Townhomes and American Profit recovery also violated the law by submitting multiple delinquent points to my credit report per month for two years according to my credit monitoring program I have at bank of America, violation of the FCRA 15 U.S.C. § 1681 et seq. they are only allowed one per month.

Pickwick apartments, Glen townhomes, and American Profit recovery was notified of this negligence; American Profit recovery stated Pickwick apartments now Glen townhomes told them to proceed with the recovery while Pickwick apartments now Glen heritage townhomes said they never said to proceed with the recovery. Pickwick

apartment also known as Glen Heritage townhomes was notified of the problem and did nothing to correct this situation.

Pickwick apartments, Glen townhomes, and American Profit recovery now realize that they ruin my life by doing such a negligent act and are now apologizing. But will their apologies pay for school or the cars or the apartment or the things I was turned down for because of their negligence.

FCRA states Instead of contacting the credit reporting agency, contact the creditor directly. The FCRA states that the disputed information need to be reported by the creditor to the credit reporting agency, including a note that you are disputing the information if you contact a creditor and indicate that they have reported information incorrectly to your credit report. In any case, if the information is found to be inaccurate or an error, it must be corrected on your report or removed.

FCRA also states there must be a settlement and if it is not satisfactory then higher authorities also exist. A couple options exist. After following the dispute process and the results are unsatisfactory to you, you can then file a dispute with the National Consumer Assistance Center. If you believe the credit bureau has violated the FCRA, contacting your Attorney General's Office is the last option. You are able to sue the creditor / credit bureau in either the state or federal court. Should you win, all of your attorney fees and damages would eventually be reimbursed to you.

JS 44 (Rev. 12/07)

CIVIL COVER SHEET County in which action arose _____

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS**EVERSON FRANKIS**(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES) **WAYNE COUNTY**

(c) Attorney's (Firm Name, Address, and Telephone Number)

**DEFENDANTS PICKWICK APARTMENTS,
GLEN HERITAGE TOWNHOMES, Ambrose Right**
County of Residence of First Listed Defendant **WAYNE COUNTY**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☒ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☒ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☒ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 449 Other Civil Rights	IMMIGRATION <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainees <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSJ (405(g)) FEDERAL SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 KKK/Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Recaptured ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): **FCRA**Brief description of cause: **Wrong information reported to bureau/phone****VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23DEMAND \$ **2000000**CHECK YES only if demanded in complaint.
JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE _____

SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :

EXHIBIT C

5

Amended complaint for case 09-13455**Plaintiff:**

Everson R. Francis 734-516-5240
20160 west point, Romulus, Michigan 48174

F I L E D
SEP 29 2009
CLERK'S OFFICE
DETROIT

Defendants:

Heritage Glen Townhomes formerly Pickwick apartments; 9633 Pickwick circle east,
Taylor, Michigan 48180, 313-291-7240, fax: 313-291-1240

Welsh multi-family management; 22618 Nottingham Ln, Southfield, MI 48033-3393

American Profit recovery; 34405 w.12 mile suite 379, Farmington Hills, Mi 48331-5608

Legal Questions

- Is Pickwick apartments/Heritage Glen townhomes liable?
- Is Welsh Multi-family management liable?
- Is American Profit Recovery liable?
- Whether the implication of a private remedy would frustrate the underlying purposes of the legislative scheme?
- Whether the legislative history indicates any legislative intent, explicit or implicit, either to create or deny such a remedy?
- And as an international student am I entitled to damages above the normal remedy because my sole income came from my student loans?

Facts of the case

These businesses (defendants) negligently send out incorrect information to the credit bureaus about me owing money and having delinquent accounts for two years, since November 2007 until now 2009; they said I owe \$1832.13 and I repeatedly contact them over the phone to please correct the situation, however they did not.

I also called to have the now current manager (Cherri) fax a letter to my loan company to show I never owed or was delinquent on any account; the defendants said they can not fax it, the letter, correcting their mistake to the loan company so I may get my loan for this semester.

The defendants said they will not fax anything to me or my loan company (they have a fax machine), but will mail a letter to me showing my account with them is \$0-- still waiting for letter, but loan has been denied after they refused to send letter to loan company to clarify situation and school has began.

The defendants are really making me suffer more and more. I feel like my life is over now, no reason for Pickwick apartment now Glen Heritage apartment to treat me

this way. This is a sign of willful, malicious and intentional interference with my credit and future, business relation and prospective advantage; fraud; defamation; intentional infliction of emotional distress; and violation of the FCRA and Terrorism Act. (Phone call August 27, 2009 to Cherri, manager and Candice, secretary).

I actually over paid for this lease and they wrote me back a cheque for the difference but they the defendants willfully send my name to the credit bureau and debt collector because my apartment was burglarized, everything was taken by the criminal or criminals, because of this I asked to be released from the lease as I did not feel safe there anymore and there was a security guard there and he said he did not see anything—how can you not see someone using a crowbar or whatever tool they used to break the entire door down to get in my apartment and used a vehicle to pull up and take all my things; Television, all my clothes, computers, all my jewelry, shoes my friend's Gun, speakers etc—they took everything in my apartment and use a vehicle, how could a security standing right there not see such a thing. I only left the house for about 2 hours to have dinner and I told my best friend I am coming over so it was not planned-- so someone in the area was watching me. I had nothing left (no assets) and I did not feel safe so I begged and begged and begged and cried and cried and plead and got angry and begged for empathy to please release me from the lease/contract so I may go somewhere safer with the nothing I have left and not get victimized again from this scary place, Pickwick apartments now Heritage Glen Townhomes, its Scary management teams, and associates listed above as defendants who allows things to happen to their tenants and then compelling and threatening the tenants/victims to pay for being a victim of crimes/horror and terrorism so after all the begging and crying I wrote them a \$2000.00 cheque instead of the \$1832.00 they requested for the entire duration of the lease, not part but the entire lease. Now, two years after they still realize what they are doing is a lie and terrorism they are now trying to "say sorry" but they are not doing "the things which are required to correct the terror they have caused" for making such a gross negligence for two years. Now I would like to sue for damages of up to \$3000000 according to FCRA 15 U.S.C. § 1681 et seq and the Michigan consumer protection laws—if the court will allow the state violations in.

Other Facts

Heritage Glen townhomes in Taylor, Michigan also had me pay for the window that was broken, that night about 5 different apartments and my apartment windows were broken by whomever—God knows. Heritage Glen townhomes still made all of my neighbours including me (the victim of crimes) pay for the broken windows.

Also the reason I moved out someone broke into my apartment and burglarized it, not graduation as they mentioned (Taylor, Michigan Police will verify the burglary, report number 07-3040), all my things were taken and Heritage Glen said I still have to pay for the entire lease before I leave to a much safer place. So, I immediate gave Heritage Glen townhomes a huge cheque over-paying for the entire lease.

I also found out they had people living in the apartment and receiving rent from them also while I was away and still paying rent (the defendants made me pay for the entire lease and then move someone in day after I left and also collected money for rent form them for my apartment I paid in full for). I have been victimized too many times by the defendants, stopping me from studying is the final straw.

I am now seeking damages because you the defendants published and reported a false claim of indebtedness for two years, and multiple times per month to a credit reporting agency which cause my regular school loan to be taken away, thus causing me, my family, my country unbearable pain, suffering and embarrassment and also debt.

The current manager Cherri verified that I do not owe anything over the phone, "it was paid two years ago before you left", and I know and was also told by the manager Cherri after so many call and disregard to my problem. However, I called again the next day to ask that the manager fax a document/letter/verification to my loan company—as the loan company needed verification of this--showing the information on my credit report was inaccurate so I can get the loan but Candice the secretary for Heritage Glen townhomes said "NO" and that also Cherri (manager) is busy, as she always is when told it is me on the phone, so I was turn down for my loan I use to receive. The reason they said why they can't fax the document to my loan company verifying the truth and fulfilling their responsibility of fixing their mistake is that there "is a letter now in the mail to verify that you do not owe anything" never owed, never ever owed (Phone call August 27, 2009), it is now September 26, 2009 and I am still waiting for the letter and school have started they are telling me what I want to hear but doing nothing, not acting to correct—I guess they just saying those things so I can stop calling.

Case precedents

In *Dornhecker v. Ameritech Corporation*, the court held that the FCRA provides individual consumers with a private right of action against a furnisher of credit information for failing to properly comply with its duties. Analyzing the case under the four-factor test set forth by the Supreme Court in *Cort v. Ash* for determining whether a private remedy is implicit in a statute not expressly providing for one, the court held that individual consumers do have a private right of action against a furnisher of information under the FCRA.

In *Olexy v. Interstate Assurance Co.*, the plaintiff asserted various claims for: willful, malicious and intentional interference with contract, business relation and prospective advantage; fraud; defamation; intentional infliction of emotional distress; and violation of the FCRA. The plaintiff contended that the defendant published and reported a false claim of indebtedness to a credit reporting agency. The court found that the cause of action could be read as being asserted under 15 U.S.C. section 1681s-2(b), which imposes a duty to investigate and report incomplete or inaccurate information to consumer reporting agencies upon notice of a dispute. The court also affirmed that there is a private right of action by a consumer for a violation of such subsection, citing

Dornhecker. Thus, the court denied the defendant's motion to dismiss for lack of standing.

The Ryan court also discussed the plaintiff's allegation of negligent non-compliance with the FCRA. Section 1691o(a) says that any person who is negligent in failing to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer for damages and costs.

The court next looked at the legislative history and found that Congress did not intend to limit civil liability under 15 U.S.C. sections 1681s-2(b). The court also found that a private remedy does not frustrate the purpose of the FCRA's scheme, noting that other provisions of the FCRA provide consumers with a private right of action. Lastly, Congress expressly intended for the FCRA to co-exist with state consumer protection laws.

Damages calculator

- Blatant disrespect, willful disregard, to correct your mistake when notified of it--since in 2007 when I got my first letter from American Profit Recovery and I called notifying it was a mistake--so a student may achieve his goal in life \$1000000
- Lost of Loans for law school because of defendants negligence \$500,000
- Emotional stress \$500,000
- Lost of cars and transportation because of defendants negligence \$100,000
- Staying with friends and lost of apartment \$100,000
- Having to leave America so I may not violate my F-1 status \$100,000
- Putting a hold to my life so I could not finish school when I am suppose to and provide for my family, my son, and my fiancé: \$2000000
- Ruining my credit score \$250,000
- Making me live in a high crime area because they refuse to send a letter confirming my total payment when they were overpaid for my entire lease so that Middle Branch Community in Baltimore would give me the safe apartment next to the police station I asked for: \$1000000
- Defamation \$500,000
- Violation of FCRA \$1000000
- Lost wages \$200,000
- Taking my time to file this case by myself \$500,000
- Harassment of debt collector \$200,000
- Debt collector calling me, I calling back and also calling Pickwick apartment now Heritage Glen Townhomes \$10,000
- Horrible service, rude and not making me speak to the manager and lying saying she is busy every time I call \$20,000
- Storage of my things because I did not get my loans because of their negligence \$20,000 and growing
- United States embassy fees \$10,000

- Plane tickets to fly back home \$10,000
- Money for my country as I could not finish when I am suppose too, to make a difference in my country \$500,000
- Miscellaneous expenses \$500,000
- Incorrect refund cheque and interest owed \$50000

A handwritten signature in black ink, appearing to be 'E. J. [unclear]', with a long horizontal line extending to the right.

EXHIBIT D

7

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Amended complaint
29 September 2009

FILE
SEP 30 2009
CLERK'S OFFICE
DETROIT

Plaintiff:

Case #: 09-13455

Everson R. Francis 734-516-5240
20160 west point, Romulus, Michigan 48174

Judge: Right Honourable Robert H. Cleland

Defendants:

Heritage Glen Townhomes formerly Pickwick apartments; 9633 Pickwick circle east,
Taylor, Michigan 48180, 313-291-7240, fax: 313-291-1240

Welsh multi-family management; 22618 Nottingham Ln, Southfield, MI 48033-3393

American Profit recovery; 34405 w.12 mile suite 379, Farmington Hills, Mi 48331-5608

Experian®; P.O.Box 2104
Allen, Texas 75013-2104
Tel: (888) EXPERIAN (397-3742)

Legal Questions

- Is Pickwick apartments/Heritage Glen townhomes liable?
- Is Welsh Multi-family management liable?
- Is American Profit Recovery liable?
- Is Experian liable
- Whether the implication of a private remedy would frustrate the underlying purposes of the legislative scheme?
- Whether the legislative history indicates any legislative intent, explicit or implicit, either to create or deny such a remedy?
- And as an international student am I entitled to damages above the normal remedy because my sole income came from my student loans?

Facts of the case/complain

These businesses (defendants) negligently send out incorrect information to the credit bureaus about me owing money and having delinquent accounts for two years,

since November 2007 until now 2009; they said I owe \$1832.13 and I repeatedly contact them over the phone to please correct the situation, however they did not. I notified them numerous times in December 2007 about the situation and also after I got the first letter from American Profit Recovery in 2007.

I also called to have the now current manager (Cherri) fax a letter to my loan company to show I never owed or was delinquent on any account; the defendants said they can not fax it, the letter, correcting their mistake to the loan company so I may get my loan for this semester.

The defendants said they will not fax anything to me or my loan company (they have a fax machine), but will mail a letter to me showing my account with them is \$0-- still waiting for letter, but loan has been denied after they refused to send letter to loan company to clarify situation and school has began.

The defendants are really making me suffer more and more. I feel like my life is over now, no reason for Pickwick apartment now Glen Heritage apartment to treat me this way. This is a sign of willful, malicious and intentional interference with my credit and future, business relation and prospective advantage; fraud; defamation; intentional infliction of emotional distress; and violation of the FCRA and FDCPA. (Phone call August 27, 2009 to Cherri, manager and Candice, secretary).

I actually over paid for this lease and they wrote me back a cheque for the difference but they the defendants willfully send my name to the credit bureau and debt collector because my apartment was burglarized, everything was taken by the criminal or criminals, because of this I asked to be released from the lease as I did not feel safe there anymore and there was a security guard there and he said he did not see anything—how can you not see someone using a crowbar or whatever tool they used to break the entire door down to get in my apartment and used a vehicle to pull up and take all my things; Television, all my clothes, computers, all my jewelry, shoes my friend's Gun, speakers etc—they took everything in my apartment and use a vehicle, how could a security standing right there not see such a thing.

I only left the house for about 2 hours to have dinner and I told my best friend's wife "I am coming over" so it was not planned-- so someone in the area was watching me. I had nothing left (no assets) and I did not feel safe so I begged and begged and begged and cried and cried and plead and got angry and begged for empathy to please release me from the lease/contract so I may go somewhere safer with the "Nothing" I have left and not get victimized again from the criminals and this scary place.

Pickwick apartments now Heritage Glen Townhomes, its management teams--WHO SCARES ME, and associates listed above as defendants who allows things to happen to their tenants/clients and then compels and threatens the tenants/victims to pay for being victims of crimes and horror, after being terrorized, so terrorizing them again, making them a victim again. So, after all the arguments, begging and crying I wrote them a \$2000.00 cheque instead of the \$1832.13 they requested for the entire duration of the

lease, not part but the entire lease. I now know they willfully ruined my credit because I was so adamant on them releasing me from the lease, we argued and argued and yelled, argued, threats etcetera—my credit was ruined for spite and revenge because I was so adamant on being released/taken out from the lease. Now, after two years after they still realize what they are doing are terroristic in nature, and maybe they think my punishment was enough; they are now saying “sorry” but they are not doing the “things which are required by law, ethics and common sense to correct the terror they have caused for punishing me for asserting my right to ask/speak to request that I am release from the lease.

The defendants have made a gross negligence for two years violating my FCRA rights, My FDCPA rights, my first amendment rights, My human rights to be safe in my apartments and my right to get a safer place (they, Pickwick apartment in 2007, 2008 and just recently in the beginning of August 2009 were not willing (and did not) to fax/mail/speak a payment confirmation for me to get my new apartment near the police station, and they did not want me to get my loans so they refused faxing it, I also ask if I could pick it up they refused that and finally if they could at least call my loan company to speak the truth, they refused all my request. Now, I would like the court—not the defendants—but the court who has the legal and moral authority to punish and retribute facilitate my legal actions because I am suing for damages of up to \$20,000,000 according to FCRA 15 U.S.C. § 1681 et seq and the Michigan consumer protection laws—if the court will allow the state violations in.

Other Facts/complain

Heritage Glen townhomes in Taylor, Michigan also had me pay for the window that was broken, that night about 5 different apartments and my apartment windows were broken by whomever—God knows (separate incident from the burglary, this happened about in September, my sister and nephew from the Caribbean was visiting)—I also had to spend about 2-3 weeks upstairs without windows because they ran out of upstairs windows but they only took about 3 days to replace downstairs windows. Heritage Glen townhomes still made all of my neighbours including me (the victims) pay for the broken windows.

Also the reason I moved out someone broke into my apartment and burglarized it, not graduation as they said they were going to do in 2007, I had to move earlier, (even more mental damages because they did not care enough to recognize I was a victim). Taylor, Michigan Police will verify the burglary, report number 07-3040, and the broken windows in September 2007 for about 5 houses. All my things were taken in the burglary and Heritage Glen said I still have to pay for the entire lease before I leave to a much safer place. So, knowing my life/future/country/people/family/goals/health/living/safety/business etcetera depends on me having a good credit score, I immediate gave Heritage Glen townhomes a huge cheque over-paying for the entire lease \$2000.00 but I only had \$1832.13 for the lease left.

I also found out they had people living in the apartment and receiving rent from them also while I was away and still legal resident of the apartment (the defendants made me pay for the entire lease and then move someone in day after I left and also collected money for rent from the new tenants for my apartment I paid in full for--where is the refund for that, The correct refund?). I have been victimized too many times by the defendants, stopping me from studying, the field I love most and worked hard for, is the final straw. Law is my life and the defendants took it away from me.

I am now seeking damages because you the defendants published and reported a false claim of indebtedness for two years, and multiple times per month to a credit reporting agency which cause my regular school loan to be taken away, thus causing me, my family, my country unbearable pain, suffering and embarrassment and also debt.

The current manager Cherri verified that I do not owe anything over the phone, "it was paid two years ago before you left", and I know and was also told by the manager Cherri after so many call and disregard to my problem. However, I called again the next day to ask that the manager to fax a document/letter/verification to my loan company—as the loan company needed verification of this—showing the information on my credit report was inaccurate so I can get the loan but Candice the secretary for Heritage Glen townhomes said "NO" and that also Cherri (manager) is busy, as she always is when told it is me on the phone, so I was turn down for my loan I usually receive. The reason they said why they can't fax the document to my loan company verifying the truth and fulfilling their responsibility of fixing their mistake is that there "is a letter now in the mail to verify that you do not owe anything" never owed, never ever owed (Phone call August 27, 2009), it is now September 29, 2009 and I am still waiting for the letter and school have started they are telling me what I want to hear but doing nothing, not acting to correct—I guess they just saying those things so I can stop calling.

Case precedents

In *Dornhecker v. Ameritech Corporation*, the court held that the FCRA provides individual consumers with a private right of action against a furnisher of credit information for failing to properly comply with its duties. Analyzing the case under the four-factor test set forth by the Supreme Court in *Cort v. Ash* for determining whether a private remedy is implicit in a statute not expressly providing for one, the court held that individual consumers do have a private right of action against a furnisher of information under the FCRA.

In *Olexy v. Interstate Assurance Co.*, the plaintiff asserted various claims for: willful, malicious and intentional interference with contract, business relation and prospective advantage; fraud; defamation; intentional infliction of emotional distress; and violation of the FCRA. The plaintiff contended that the defendant published and reported a false claim of indebtedness to a credit reporting agency. The court found that the cause of action could be read as being asserted under 15 U.S.C. section 1681s-2(b), which imposes a duty to investigate and report incomplete or inaccurate information to consumer reporting agencies upon notice of a dispute. The court also affirmed that there

is a private right of action by a consumer for a violation of such subsection, citing Dornhecker. Thus, the court denied the defendant's motion to dismiss for lack of standing.

The Ryan court also discussed the plaintiff's allegation of negligent non-compliance with the FCRA. Section 1691o(a) says that any person who is negligent in failing to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer for damages and costs.

The court next looked at the legislative history and found that Congress did not intend to limit civil liability under 15 U.S.C. sections 1681s-2(b). The court also found that a private remedy does not frustrate the purpose of the FCRA's scheme, noting that other provisions of the FCRA provide consumers with a private right of action. Lastly, Congress expressly intended for the FCRA to co-exist with state consumer protection laws.

Facts of the case

Experian did not at least call (reasonably investigate) to verify the debt; the investigation would have shown that the claim, me owing \$1832.13, is false and then a correction should have been made according to the law (FCRA).

American Profit Recovery also said that "we (American Profit Recovery) are always in touch with Pickwick apartments and our client (Pickwick Apartments) said to proceed with the collection of this debt". If Experian had called Pickwick apartments they would have seen I do not owe anything. Also, if Experian and American Profit recovery had done their legally bound duties (according to FCRA and FDCPA) they would have find out the same thing that Cherri, the manager for Pickwick, found two years after that I owe nothing actually they owe me for overpaying and also for having someone live in the apartment while I already paid for it (leasing it to multiple parties at the same time).

My credit score was 702 now 415 and I was never late on payments until this incorrect reporting started to severely affecting my source of income. I bought two cars and they gave me 3 years to pay for them but I paid for one car in 1 month and the other in about 8 months—fifth third bank can verify this as they financed me, without any cosigner or money down.

Case Precedent

United States Court of Appeals for the Seventh Circuit - July 30, 2001. The Fair Credit Reporting Act, 15 U.S.C. sec.sec. 1681-1681t, creates a federal remedy against a credit reporting agency that fails to follow "reasonable procedures to assure maximum possible accuracy" of the information contained in a consumer's credit report. sec.sec. 1681e (b), 1681o, 1681n; Henson v. CSC Credit Services, 29 F.3d 280 (7th Cir. 1994). The plaintiff, Jerry Crabill, appeals from the grant of summary judgment to the defendant, credit agency Trans Union.

Other facts/complain

Experian violated the FCRA by Providing American Profit Recovery (a collection agency collecting a false debt for Pickwick Apartment, Heritage Glen Townhomes, and American Profit Recovery) with my credit information. These businesses (Pickwick apartments, Heritage Glen townhomes, welsh multi-family management company, and American Profit Recovery) negligently send out incorrect information to the credit bureaus about me owing money and having delinquent accounts for two years, since November 2007 until now 2009; they said I owe \$1832.13 and I repeatedly contact them over the phone to please correct the situation, however they did not. I also called to have the now current manager (Cherri) fax a letter to my loan company to show I never owed or was delinquent on any account; the defendants said they can not fax it, the letter, correcting their mistake to the loan company so I may get my loan for this semester.

Pickwick apartments, heritage Glen, welsh Multi-family management said they will not fax anything to me or my loan company (they have a fax machine), but will mail a letter to me showing my account with them is \$0--still waiting for letter, but loan has been denied after they refused to send letter to loan company to clarify situation and school has began. These business entities are really making me suffer more and more. I feel like my life is over now, no reason for Pickwick apartment now Glen Heritage apartment to treat me this way.

In connection with its efforts to collect on a false debt, American Profit Recovery obtained/access a credit report and my credit information from Experian. I am suing American Profit recovery and Experian for violation of the FCRA by obtaining my credit report without any FCRA-sanctioned purpose, Experian is liable for providing the report to American Profit Recovery. Experian is also liable for the violation of the FCRA because it failed to comply with the statutory obligations imposed by 15 U.S.C §1681e. Experian still had an obligation to make a reasonable effort to verify that the credit report was being used for a permissible purpose and that no reasonable grounds existed for suspecting an impermissible use.

Case precedent

Pintos V. Experian and PCO

The Ninth Circuit held that Pintos was not "involved" in seeking credit from the towing company, and she did not initiate the transaction that resulted in PCA requesting her credit report. She was not a "participant" in the credit transaction, but was "oblige[d] to become associated" with it after her car was towed. Thus, the Court of Appeals held that §1681b (a) (3) (A) did not authorize PCA to obtain Pintos' credit report.

Experian was also liable for the violation of the FCRA because it failed to comply with the statutory obligations imposed by 15 U.S.C §1681e. Although PCA gave a written promise to Experian to only use the credit report for permissible purposes, Experian still had an obligation to make a reasonable effort to verify that the credit report was being

used for a permissible purpose and that no reasonable grounds existed for suspecting an impermissible use.

Damages calculator

- Blatant disrespect, willful disregard, to correct your mistake when notified of it-- since in 2007 when I got my first letter from American Profit Recovery and I called notifying it was a mistake--so a student may achieve his goal in life \$1000000
- Lost of Loans for law school because of defendants negligence \$500,000
- Emotional stress \$500,000
- Lost of cars and transportation because of defendants negligence \$100,000
- Staying with friends and lost of apartment \$100,000
- Having to leave America so I may not violate my F-1 status \$100,000
- Putting a hold to my life so I could not finish school when I am suppose to and provide for my family, my son, and my fiancé: \$2000000
- Ruining my credit score \$250,000
- Making me live in a high crime area because they refuse to send a letter confirming my total payment when they were over paid for my entire lease so that Middle Branch Community in Baltimore would give me the safe apartment next to the police station I asked for: \$1000000
- Defamation \$500,000
- Violation of FCRA \$1000000
- Lost wages \$200,000
- Taking my time to file this case by myself \$500,000
- Harassment of debt collector \$200,000
- Debt collector calling me, I calling back and also calling Pickwick apartment now Heritage Glen Townhomes \$10,000
- Horrible service, rude and not making me speak to the manager and lying saying she is busy every time I call \$20,000
- Storage of my things because I did not get my loans because of their negligence \$20,000 and growing
- United States embassy fees \$10,000
- Plane tickets to fly back home \$10,000
- Money for my country as I could not finish when I am suppose too, to make a difference in my country \$500,000
- Miscellaneous expenses \$500,000
- Incorrect refund cheque and interest owed \$50000

I swear these statements are the truth to the best of my knowledge


Everson Francis

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EVERSON FRANCIS,

Plaintiff,

V

Case No. 2:09-cv-13455
Hon. Robert H. Cleland

HERITAGE GLEN TOWNHOMES, f/k/a
PICKWICK APARTMENTS, WELSH
MULTI-FAMILY MANAGEMENT and
AMERICAN PROFIT RECOVERY,

Defendants.

EVERSON FRANCIS

Plaintiff, In Pro Per
20160 West Pointe
Romulus, MI 48174

GREEN & GREEN, PLLC

By: JONATHAN A. GREEN (P51461)

Attorney for Def. American Profit Recovery
30300 Northwestern Hwy., #345
Farmington Hills, MI 48334
(248) 932-3500

PROOF OF SERVICE

Now comes Jonathan A. Green, of the Law Offices of Green & Green, PLLC, and states that on October 20, 2009, he served a copy of His Appearance, Defendant American Profit Recovery's Motion for Summary Judgment, Brief in support, and this Proof of Service, upon Plaintiff herein, at his above-listed address, with postage pre-paid.

Respectfully submitted,

GREEN & GREEN, PLLC

By: _____/s/ Jonathan A. Green

JONATHAN A. GREEN
30300 Northwestern Hwy., #345

Farmington Hills, MI 48334
(248) 932-3500
jgreen@greenandgreenpllc.com
P51461

Dated: October 20, 2009